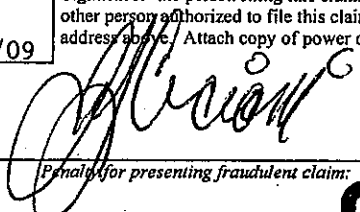


COPY

B 10 (Official Form 10) (12/07)

UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF VIRGINIA		PROOF OF CLAIM
Debtor against which claim is asserted: (Check only one box below:)		
<input checked="" type="checkbox"/> Circuit City Stores, Inc. (Case No. 08-35653)	<input type="checkbox"/> CC Distribution Company of Virginia, Inc. (Case No. 08-35659)	<input type="checkbox"/> Abbott Advertising, Inc. (Case No. 08-35665)
<input type="checkbox"/> Circuit City Stores West Coast, Inc. (Case No. 08-35654)	<input type="checkbox"/> Circuit City Stores PR, LLC (Case No. 08-35660)	<input type="checkbox"/> Mayland MN, LLC (Case No. 08-35666)
<input type="checkbox"/> InterTAN, Inc. (Case No. 08-35655)	<input type="checkbox"/> Circuit City Properties, LLC (Case No. 08-35661)	<input type="checkbox"/> Patapasco Designs, Inc. (Case No. 08-35667)
<input type="checkbox"/> Ventoux International, Inc. (Case No. 08-35656)	<input type="checkbox"/> Orbyx Electronics, LLC (Case No. 08-35662)	<input type="checkbox"/> Sky Venture Corporation (Case No. 08-35668)
<input type="checkbox"/> Circuit City Purchasing Company, LLC (Case No. 08-35657)	<input type="checkbox"/> Kinzer Technology, LLC (Case No. 08-35663)	<input type="checkbox"/> XSSuff, LLC (Case No. 08-35669)
<input type="checkbox"/> CC Aviation, LLC (Case No. 08-35658)	<input type="checkbox"/> Courchevel, LLC (Case No. 08-35664)	<input type="checkbox"/> PRAHS, INC. (Case No. 08-35670)
NOTE: This form should not be used to make a claim for administrative expenses arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503(a).		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Vertis, Inc		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.
Name and address where notices should be sent: John J. Cruciani Husch Blackwell Sanders LLP 4801 Main Street, Suite 1000 Kansas City, MO 64112		Court Claim Number: _____ (If known) Filed on: _____
Telephone number: 816-983-8000		
Name and address where payment should be sent (if different from above):		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Telephone number: _____		<input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: \$ 47,363.50		5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.
If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.		
If all or part of your claim is entitled to priority, complete item 5.		
<input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		Specify the priority of the claim.
2. Basis for Claim: services and goods (See instruction #2 on reverse side.)		<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).
3. Last four digits of any number by which creditor identifies debtor: _____		<input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtors business, whichever is earlier — 11 U.S.C. § 507(a)(4).
3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		<input type="checkbox"/> Contributions to an employee benefit plan — 11 U.S.C. § 507(a)(5).
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate % _____ Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		<input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use — 11 U.S.C. § 507(a)(7).
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		<input type="checkbox"/> Taxes or penalties owed to governmental units — 11 U.S.C. § 507(a)(8).
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See definition of "redacted" on reverse side.)		<input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____).
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		Amount entitled to priority: \$ _____
Date: 1/29/09 Signature: the person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  John J. Cruciani, Esq.		*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.		FOR COURT USE ONLY RECEIVED FEB 03 2009 KURTZMAN CARSON CONSULTANTS

EXHIBIT

A



250 West Pratt Street
18th Floor
Baltimore, MD 21201
(410) 528-9800
www.vertisinc.com

Invoice

Number	Date	Page
07004029	09/30/2008	1 of 2

Bill To: 061360

CIRCUIT CITY PURCHSING CO LLC
SUBSIDIARY OF CIRCUIT CITY 2
ATTN:BRIAN HARGROVE DR 3,2
9954 MAYLAND DR
RICHMOND, VA 23233-1463

Please send remittance to:

VERTIS, INC.
P. O. BOX 404555
ATLANTA, GA 30384-4555

Via TK

Currency: USD

PO# :
Reference# :
Job# : 07071800
Job Name : CIRCUIT CITY
Sales Rep : GARY WHITMER
CSR : PATRICIA WEIGAND
Payment Terms : NET 10 DAYS FROM INVOICE DATE
Note 1 :
Note 2 :
Sold to Cust : CIRCUIT CITY PURCHSING CO LLC

Product/Service	Description	Quantity	Unit Price	U/M	Amount
	CIRCUIT CITY 10/5 PUERTO RICO EVENT TRANSPORTATION SERVICES				
OTHER B	8 TAB - 175,000 COPIES				755.00
	20% FUEL SURCHARGE				151.00
Thank you - It is our pleasure to serve you					
Total					\$906.00

Subject to terms and conditions on final page - after Invoice total.

VERTIS SERVICES TERMS AND CONDITIONS

To the extent the parties have executed a mutually agreed Services Agreement or other written contractual commitment, these terms and conditions are inapplicable and the terms of the parties' relationship shall be governed by such Services Agreement or other written contractual commitment.

These Terms and Conditions apply to all goods, printed pieces, merchandise, materials, equipment, supplies and products or services ("Services") provided by Veris, (or its affiliated companies ("Company")) for you ("Customer").

Premedia, Printing, and Direct Marketing Services

1.1. **Materials.** All paper, film, electronic media, artwork, engravings, data, and other materials furnished by Customer ("Customer-Furnished Materials") will meet Company's specifications and will be delivered on a schedule acceptable to Company. Company may charge Customer additional amounts for the use, handling, storage, transportation or transmission of Customer-Furnished Materials and, except as set forth in Paragraph 9.0, will not be liable for any loss or damage to the Customer-Furnished Materials. Unless otherwise agreed in writing, Company will retain Customer-Furnished Materials and other preparatory materials for up to 30 days following the Services, and then may dispose of them without notice or liability. All negatives, positives, flats and other film will become the property of Customer and Company will deliver them to Customer upon its request.

1.2. **Customer's Delay.** If Customer fails to use reserved press time, or fails to provide Company with Customer-Furnished Materials in time to meet a scheduled copy release date or by the due date for such materials as provided to Customer, Company shall not be responsible for meeting Customer deadlines and may attempt to re-schedule the Services to a mutually-acceptable date and/or may, in its sole discretion, charge Customer for press stand-ready time and any unused paper or other materials or services ordered or purchased in preparation for the Services.

Customer Final Approval Proof

1.3.1. Prior to release for final output or release for printing, Company will provide an analog proof or digital representations, along with original copy where applicable, to Customer for review and approval (the "Final Proof"). Customer will notify Company of its approval of Final Proofs and of any corrections either (i) by noting any corrections on Final Proofs and returning them to Company marked "OK" or "OK with change" along with Customer's authorized signature, or (ii) if mutually agreed, by email to the appropriate Company representative. Company will not be responsible for printing errors if Customer fails or is unable to provide notice of necessary corrections within a reasonable amount of time prior to final output or release for printing. The timely return of the Final Proofs by Customer will be determined by a mutually agreed job schedule.

1.3.2. Company will not be responsible for errors in copy (omissions or commissions), folding, format, or color break, if Customer (i) does not order or refuses to accept Final Proofs; (ii) either fails to return Final Proofs with indications of changes or marked "OK" or fails to provide email approval of Final Proofs when permitted; or (iii) communicates changes verbally.

1.3.3. Customer changes to original copy or instructions will be invoiced at rates unless otherwise mutually agreed. Company will not be responsible for any loss, damage, or liability incurred by Customer arising from delay in delivery due to untimely return of Final Proofs. A reasonable variation in color between Final Proofs and the completed job will constitute an acceptable delivery.

1.4. **Delivery.** Unless otherwise agreed in writing, delivery will be FCA Company's dock (Incoterms 2000). Unless otherwise specified in writing, Company will choose the carrier and will ship each portion of the Services to Customer upon completion (without storage at Company's facility). Title and risk of loss passes to Customer on delivery to carrier. Partial shipments by Company are permitted. If Company delivers a quantity of printed materials that varies 5 percent either way from the total quantities ordered, or direct marketing materials 10 days earlier or later than the mutually agreed delivery date, Company will be deemed in compliance with this Agreement. If Company fails to deliver direct marketing materials 15 days after the mutually agreed delivery date, Customer's sole and exclusive remedy is to cancel only the undelivered portion of direct marketing materials.

2.0 **Media Placement Services.** Company will act as Customer's agency of record, and Customer will cooperate with and assist Company in having Company recognized as such by media vendors. Customer will provide reasonable assistance to Company in dealings with media vendors. Customer is financially responsible for all media costs (including without limitation short rates) for advertising placed by Company on Customer's behalf, regardless of whether such costs vary from prior quotes. Company will not be responsible for errors in placement of advertising if (a) Customer does not request review of its media plan; (b) Customer fails or is unable to provide notice of necessary corrections within a reasonable amount of time prior to placement of the advertising; or (c) Customer provides oral or written approval of the media plan, and Company has followed such media plan. If the actual quantity circulated varies from the ordered quantity by up to 1% of total circulation per event, Company will be deemed in compliance with this Agreement. If Customer fails to approve the media plan in time to allow Company to place the advertising, Company may attempt to place the advertising for an alternative date agreed to by Customer and/or may, in its sole discretion, charge Customer for charges assessed by the media.

3.0 Payment Terms

3.1. **Payments, Credit, and Taxes.** If Company extends credit to Customer, each payment is due within 30 days of the invoice date; otherwise, payment is due in advance or on delivery (as specified by Company). Customer will pay late fees equal to 1 1/2 % per month (or the amount allowed by law, if less) on all past due amounts, and reimburse any for all collection costs incurred (including without limitation attorneys' fees). Company may retain any Customer property as security until full payment is received. Company will determine whether to extend credit to Customer, and such decision may be modified or this Agreement terminated at any time on notice to Customer if Company determines (in its sole discretion) that Customer's creditworthiness is unacceptable. Customer will provide Company with financial information on request, to enable Company to evaluate Customer's creditworthiness. Customer will pay Company directly or reimburse Company for all taxes on Services, except taxes on Company's income.

3.2. **Price Changes.** Prices are subject to change if Customer requests changes in the specifications or schedule or otherwise causes a delay in the Services, or if Customer-Furnished Materials do not conform to Company's specifications. Company may increase or decrease prices at any time to reflect media vendors' rate changes, and changes in the market for freight, paper, ink and other materials. In addition, on 60 days' prior written notice to Customer, Company may increase prices on an annual basis on the anniversary of this Agreement by an amount equal to any increase in the Consumer Price Index (U.S. All Items, Not Seasonally Adjusted, as published by the U.S. Department of Commerce, and any successor index) that occurred in the prior calendar year. Customer will have no right to setoff any amounts due to Company under this Agreement against any amounts claimed by Customer against Company, whether such claimed amounts are the result of Company's breach or otherwise.

3.3. **Postage Payments.** Customer will pre-pay the estimated postage related expenses for all direct marketing Services by furnishing Company a check or wire transfer to be deposited to the postal account maintained by Company. Company will compare Post Office counts and charges against the count furnished by Customer and Company's machine count. Company will resolve any discrepancies as Customer's agent, will advise Customer of such resolution, and if either party owes the other party amounts based on such resolution that party will promptly pay such amount to the other party.

4.0 **Claims.** Customer must provide written notice of any defect, damage, shortage or breach of this Agreement as soon as it is discovered, but in any event no later than 10 days after delivery of the affected portion of the Services.

5.0 **Limited Warranty and Liability.** Company warrants that it will perform the Services in a workmanlike manner. Customer's sole and exclusive remedy for any claim arising out of this Agreement will be for Company, in Customer's commercially reasonable discretion to (a) to use commercially reasonable efforts to cure the breach, or (b) to refund the price paid to Company for the non-conforming portion of the Services. **COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A GENERAL OR PARTICULAR PURPOSE. FOR ALL CLAIMS REGARDLESS OF FORM, WHETHER BASED ON BREACH OF CONTRACT, TORT, OR OTHERWISE (INCLUDING NEGLIGENCE OR LOST SALES OR PROFITS), COMPANY'S AND ITS CONTRACTORS' AGGREGATE LIABILITY WILL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE PORTION OF THE SERVICES THAT GAVE RISE TO THE CLAIM(S). COMPANY AND ITS CONTRACTORS AND CUSTOMER WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES FOR ALL CLAIMS REGARDLESS OF FORM, WHETHER BASED ON BREACH OF CONTRACT, TORT, OR OTHERWISE (INCLUDING NEGLIGENCE OR LOST SALES OR PROFITS).** Neither party is liable for delays or failures in performance of any obligations under this Agreement, other than payment obligations, due to a cause beyond its reasonable control.

6.0 **Indemnification.** Customer will defend, indemnify, and hold Company harmless against all claims, losses, costs, expenses, and damages related to: (a) Customer's use of the Services (including without limitation unfair competition claims); (b) Customer's provision of materials that actually or allegedly violate third-party proprietary rights, contain illegal or improper material, or invade privacy or other personal rights; (c) Customer's failure to honor any of its agreements with media vendors; or (d) Customer's failure to pay for advertising ordered by Company on Customer's behalf.

7.0 **Insurance.** Company will maintain its standard fire, extended coverage, vandalism, malicious mischief and sprinkler leakage insurance on all Customer-Furnished Materials, preparatory material, and printed work in Company's possession. Company's liability for loss or damage to such property will not exceed the lesser of: (a) the amount recovered from such insurance; or (b) the amount set forth in Section 6.

8.0 **Interpretation and Enforcement.** This Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of laws principles. If any provision is declared invalid, illegal or unenforceable, the validity of the remaining provisions will not be affected. The parties agree that this Agreement will not be presumptively interpreted for or against any party by reason of that party having drafted or negotiated, or failed to draft or negotiate, all or any portion of any provision of this Agreement. Senior managers of each party will attempt to resolve by negotiations any disputes prior to engaging in litigation, except when seeking injunctive relief. Venue for any dispute between the parties arising out of this Agreement or pertaining to the subject matter hereof may be had in the District Court for the Southern District of New York or in the state courts of New York sitting in New York County. The parties specifically disclaim application of the Convention on Contracts for the International Sale of Goods. **EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO A TRIAL BY JURY.**

9.0 **Miscellaneous.** Customer will perform those tasks and assume those responsibilities specified in this Agreement, and will provide Company with decisions and approvals upon Company's request. Waiver of any default or breach of this Agreement will not constitute a waiver of any other default or breach. This Agreement is the complete and exclusive statement of the terms of the contract for the Services, and can be modified only by a written amendment signed by both parties. Except as expressly provided in this Agreement, Company is an independent contractor, not an agent of Customer. All notices will be in writing and will be deemed to have been given when delivered personally, when mailed by certified or registered mail, return receipt requested and postage prepaid, when sent via a nationally recognized overnight carrier, or when sent via facsimile confirmed in writing to the recipient. Customer may not assign its rights or obligations under this Agreement without the prior written consent of Company. This Agreement will be binding upon and inure to the benefit of the parties' successors and permitted assigns. To the extent any other agreement is inconsistent with these Terms and Conditions, unless expressly provided otherwise, these Terms and Conditions will govern.



250 West Pratt Street
18th Floor
Baltimore, MD 21201
(410) 528-9800
www.vertisinc.com

Invoice

Number	Date	Page
07004047	10/08/2008	1 of 2

Bill To: 061360

CIRCUIT CITY PURCHSING CO LLC
SUBSIDIARY OF CIRCUIT CITY 2
ATTN:BRIAN HARGROVE DR 3,2
9954 MAYLAND DR
RICHMOND, VA 23233-1463

Please send remittance to:

VERTIS, INC.
P. O. BOX 404555
ATLANTA, GA 30384-4555

Via TK

Currency: USD

PO# :
Reference# :
Job# : 07072400
Job Name : CIRCUIT CITY
Sales Rep : KEITH FLEMING
CSR : PATRICIA WEIGAND
Payment Terms: NET 10 DAYS FROM INVOICE DATE
Note 1 :
Note 2 :
Sold to Cust : CIRCUIT CITY PURCHSING CO LLC

Product/Service	Description	Quantity	Unit Price	U/M	Amount
	CIRCUIT CITY 10/12 PUERTO RICO EVENT TRANSPORTATION SERVICES				
OTHER B	8 TAB - 175,000 COPIES				755.00
	20% FUEL SURCHARGE				151.00
Thank you - It is our pleasure to serve you					
Total					\$906.00

Subject to terms and conditions on final page - after Invoice total.

VERTIS SERVICES TERMS AND CONDITIONS

To the extent the parties have executed a mutually agreed Services Agreement or other written contractual commitment, these terms and conditions are inapplicable and the terms of the parties' relationship shall be governed by such Services Agreement or other written contractual commitment.

These Terms and Conditions apply to all goods, printed pieces, merchandise, materials, equipment, supplies and products or services ("Services") provided by Vertis, Inc. (or its affiliated companies ("Company")) for you ("Customer").

Premedia, Printing, and Direct Marketing Services

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5.0 **Limited Warranty and Liability.** Company warrants that it will perform the Services in a workmanlike manner. Customer's sole and exclusive remedy for any claim arising out of this Agreement will be for Company, in Customer's commercially reasonable discretion to (a) to use commercially reasonable efforts to cure the breach, or (b) to refund the price paid to Company for the non-conforming portion of the Services. **COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A GENERAL OR PARTICULAR PURPOSE, FOR ALL CLAIMS REGARDLESS OF FORM, WHETHER BASED ON BREACH OF CONTRACT, TORT, OR OTHERWISE (INCLUDING NEGLIGENCE OR LOST SALES OR PROFITS), COMPANY'S AND ITS CONTRACTORS' AGGREGATE LIABILITY WILL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE PORTION OF THE SERVICES THAT GAVE RISE TO THE CLAIM(S). COMPANY AND ITS CONTRACTORS AND CUSTOMER WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES FOR ALL CLAIMS REGARDLESS OF FORM, WHETHER BASED ON BREACH OF CONTRACT, TORT, OR OTHERWISE (INCLUDING NEGLIGENCE OR LOST SALES OR PROFITS).** Neither party is liable for delays or failures in performance of any obligations under this Agreement, other than payment obligations, due to a cause beyond its reasonable control.

6.0 **Indemnification.** Customer will defend, indemnify, and hold Company harmless against all claims, losses, costs, expenses, and damages related to: (a) Customer's use of the Services (including without limitation unfair competition claims); (b) Customer's provision of materials that actually or allegedly violate third-party proprietary rights, contain illegal or improper material, or invade privacy or other personal rights; (c) Customer's failure to honor any of its agreements with media vendors; or (d) Customer's failure to pay for advertising ordered by Company on Customer's behalf.

7.0 **Insurance.** Company will maintain its standard fire, extended coverage, vandalism, malicious mischief and sprinkler leakage insurance on all Customer-Furnished Materials, preparatory material, and printed work in Company's possession. Company's liability for loss or damage to such property will not exceed the lesser of: (a) the amount recovered from such insurance; or (b) the amount set forth in Section 6.

8.0 **Interpretation and Enforcement.** This Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of laws principles. If any provision is declared invalid, illegal or unenforceable, the validity of the remaining provisions will not be affected. The parties agree that this Agreement will not be presumptively interpreted for or against any party by reason of that party having drafted or negotiated, or failed to draft or negotiate, all or any portion of any provision of this Agreement. Senior managers of each party will attempt to resolve by negotiations any disputes prior to engaging in litigation, except when seeking injunctive relief. Venue for any dispute between the parties arising out of this Agreement or pertaining to the subject matter hereof may be had in the District Court for the Southern District of New York or in the state courts of New York sitting in New York County. The parties specifically disclaim application of the Convention on Contracts for the International Sale of Goods. **EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO A TRIAL BY JURY.**

9.0 **Miscellaneous.** Customer will perform those tasks and assume those responsibilities specified in this Agreement, and will provide Company with decisions and approvals upon Company's request. Waiver of any default or breach of this Agreement will not constitute a waiver of any other default or breach. This Agreement is the complete and exclusive statement of the terms of the contract for the Services, and can be modified only by a written amendment signed by both parties. Except as expressly provided in this Agreement, Company is an independent contractor, not an agent of Customer. All notices will be in writing and will be deemed to have been given when delivered personally, when mailed by certified or registered mail, return receipt requested and postage prepaid, when sent via a nationally recognized overnight carrier, or when sent via facsimile confirmed in writing to the recipient. Customer may not assign its rights or obligations under this Agreement without the prior written consent of Company. This Agreement will be binding upon and inure to the benefit of the parties' successors and permitted assigns. To the extent any other agreement is inconsistent with these Terms and Conditions, unless expressly provided otherwise, these Terms and Conditions will govern.



250 West Pratt Street
18th Floor
Baltimore, MD 21201
(410) 528-9800
www.vertisinc.com

Invoice

Number	Date	Page
07004062	10/14/2008	1 of 2

Bill To: 061360

CIRCUIT CITY PURCHISING CO LLC
SUBSIDIARY OF CIRCUIT CITY 2
ATTN: BRIAN HARGROVE DR 3,2
9954 MAYLAND DR
RICHMOND, VA 23233-1463

Please send remittance to:

VERTIS, INC.
P. O. BOX 404555
ATLANTA, GA 30384-4555

Currency: USD

PO# :
Reference# :
Job# : 07072500
Job Name : CIRCUIT CITY
Sales Rep : KEITH FLEMING
CSR : PATRICIA WEIGAND
Payment Terms : NET 10 DAYS FROM INVOICE DATE
Note 1 :
Note 2 :
Sold to Cust : CIRCUIT CITY PURCHISING CO LLC

Via TK

Product/Service	Description	Quantity	Unit Price	U/M	Amount
	CIRCUIT CITY 10/19 PUERTO RICO EVENT TRANSPORTATION SERVICES				
OTHER B	8 TAB - 175,000 COPIES				755.00
	20% FUEL SURCHARGE				151.00
Thank you - It is our pleasure to serve you					
Total					\$906.00

Subject to terms and conditions on final page - after invoice total.

VERTIS SERVICES TERMS AND CONDITIONS

To the extent the parties have executed a mutually agreed Services Agreement or other written contractual commitment, these terms and conditions are inapplicable and the terms of the parties' relationship shall be governed by such Services Agreement or other written contractual commitment.

These Terms and Conditions apply to all goods, printed pieces, merchandise, materials, equipment, supplies and products or services ("Services") provided by Vertis, Inc. or its affiliated companies ("Company") for you ("Customer").

Premedia, Printing, and Direct Marketing Services

1.1. **Materials.** All paper, film, electronic media, artwork, engravings, data, and other materials furnished by Customer ("Customer-Furnished Materials") will meet Company's specifications and will be delivered on a schedule acceptable to Company. Company may charge Customer additional amounts for the use, handling, storage, transportation or transmission of Customer-Furnished Materials and, except as set forth in Paragraph 9.0, will not be liable for any loss or damage to the Customer-Furnished Materials. Unless otherwise agreed in writing, Company will retain Customer-Furnished Materials and other preparatory materials for up to 30 days following the Services, and then may dispose of them without notice or liability. All negatives, positives, flats and other film will become the property of Customer and Company will deliver them to Customer upon its request.

1.2. **Customer's Delay.** If Customer fails to use reserved press time, or fails to provide Company with Customer-Furnished Materials in time to meet a scheduled copy release date or by the due date for such materials as provided to Customer, Company shall not be responsible for meeting Customer deadlines and may attempt to re-schedule the Services to a mutually-acceptable date and/or may, in its sole discretion, charge Customer for press stand-ready time and any unused paper or other materials or services ordered or purchased in preparation for the Services.

1.3. Customer Final Approval Proof

1.3.1. Prior to release for final output or release for printing, Company will provide an analog proof or digital representations, along with original copy where applicable, to Customer for review and approval (the "Final Proof"). Customer will notify Company of its approval of Final Proofs and of any corrections either (i) by noting any corrections on Final Proofs and returning them to Company marked "OK" or "OK with change" along with Customer's authorized signature, or (ii) if mutually agreed, by email to the appropriate Company representative. Company will not be responsible for printing errors if Customer fails or is unable to provide notice of necessary corrections within a reasonable amount of time prior to final output or release for printing. The timely return of the Final Proofs by Customer will be determined by a mutually agreed job schedule.

1.3.2. Company will not be responsible for errors in copy (omissions or commissions), folding, format, or color break, if Customer (i) does not order or refuses to accept Final Proofs; (ii) either fails to return Final Proofs with indications of changes or marked "OK" or fails to provide email approval of Final Proofs when permitted; or (iii) communicates changes verbally.

1.3.3. Customer changes to original copy or instructions will be invoiced at rates unless otherwise mutually agreed. Company will not be responsible for any loss, damage, or liability incurred by Customer arising from delay in delivery due to untimely return of Final Proofs. A reasonable variation in color between Final Proofs and the completed job will constitute an acceptable delivery.

1.4. **Delivery.** Unless otherwise agreed in writing, delivery will be FCA Company's dock (Incoterms 2000). Unless otherwise specified in writing, Company will choose the carrier and will ship each portion of the Services to Customer upon completion (without storage at Company's facility). Title and risk of loss passes to Customer on delivery to carrier. Partial shipments by Company are permitted. If Company delivers a quantity of printed materials that varies 5 percent either way from the total quantities ordered, or direct marketing materials 10 days earlier or later than the mutually agreed delivery date, Company will be deemed in compliance with this Agreement. If Company fails to deliver direct marketing materials 15 days after the mutually agreed delivery date, Customer's sole and exclusive remedy is to cancel only the undelivered portion of direct marketing materials.

2.0 **Media Placement Services.** Company will act as Customer's agency of record, and Customer will cooperate with and assist Company in having Company recognized as such by media vendors. Customer will provide reasonable assistance to Company in dealings with media vendors. Customer is financially responsible for all media costs (including without limitation short rates) for advertising placed by Company on Customer's behalf, regardless of whether such costs vary from prior quotes. Company will not be responsible for errors in placement of advertising if (a) Customer does not request review of its media plan; (b) Customer fails or is unable to provide notice of necessary corrections within a reasonable amount of time prior to placement of the advertising; or (c) Customer provides oral or written approval of the media plan, and Company has followed such media plan. If the actual quantity circulated varies from the ordered quantity by up to 1% of total circulation per event, Company will be deemed in compliance with this Agreement. If Customer fails to approve the media plan in time to allow Company to place the advertising, Company may attempt to place the advertising for an alternative date agreed to by Customer and/or may, in its sole discretion, charge Customer for charges assessed by the media.

3.0 Payment Terms

3.1. **Payments, Credit and Taxes.** If Company extends credit to Customer, each payment is due within 30 days of the invoice date; otherwise, payment is due in advance or on delivery (as specified by Company). Customer will pay late fees equal to 1 1/2 % per month (or the amount allowed by law, if less) on all past due amounts, and reimburse Company for all collection costs incurred (including without limitation attorneys' fees). Customer may retain any Customer property as security until full payment is received. Company will determine whether to extend credit to Customer, and such decision may be modified or this Agreement terminated at any time on notice to Customer if Company determines (in its sole discretion) that Customer's creditworthiness is unacceptable. Customer will provide Company with financial information on request, to enable Company to evaluate Customer's creditworthiness. Customer will pay Company directly or reimburse Company for all taxes on Services, except taxes on Company's income.

3.2. **Price Changes.** Prices are subject to change if Customer requests changes in the specifications or schedule or otherwise causes a delay in the Services, or if Customer-Furnished Materials do not conform to Company's specifications. Company may increase or decrease prices at any time to reflect media vendors' rate changes, and changes in the market for freight, paper, ink and other materials. In addition, on 60 days' prior written notice to Customer, Company may increase prices on an annual basis on the anniversary of this Agreement by an amount equal to any increase in the Consumer Price Index (U.S., All Items, Not Seasonally Adjusted, as published by the U.S. Department of Commerce, and any successor index) that occurred in the prior calendar year. Customer will have no right to setoff any amounts due to Company under this Agreement against any amounts claimed by Customer against Company, whether such claimed amounts are the result of Company's breach or otherwise.

3.3. **Postage Payments.** Customer will pre-pay the estimated postage related expenses for all direct marketing Services by furnishing Company a check or wire transfer to be deposited to the postal account maintained by Company. Company will compare Post Office counts and charges against the count furnished by Customer and Company's machine count. Company will resolve any discrepancies as Customer's agent, will advise Customer of such resolution, and if either party owes the other party amounts based on such resolution that party will promptly pay such amount to the other party.

4.0 **Claims.** Customer must provide written notice of any defect, damage, shortage or breach of this Agreement as soon as it is discovered, but in any event no later than 10 days after delivery of the affected portion of the Services.

5.0 **Limited Warranty and Liability.** Company warrants that it will perform the Services in a workmanlike manner. Customer's sole and exclusive remedy for any claim arising out of this Agreement will be for Company, in Customer's commercially reasonable discretion to (a) to use commercially reasonable efforts to cure the breach, or (b) to refund the price paid to Company for the non-conforming portion of the Services. COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A GENERAL OR PARTICULAR PURPOSE. FOR ALL CLAIMS REGARDLESS OF FORM, WHETHER BASED ON BREACH OF CONTRACT, TORT, OR OTHERWISE (INCLUDING NEGLIGENCE OR LOST SALES OR PROFITS), COMPANY'S AND ITS CONTRACTORS' AGGREGATE LIABILITY WILL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE PORTION OF THE SERVICES THAT GAVE RISE TO THE CLAIM(S). COMPANY AND ITS CONTRACTORS AND CUSTOMER WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES FOR ALL CLAIMS REGARDLESS OF FORM, WHETHER BASED ON BREACH OF CONTRACT, TORT, OR OTHERWISE (INCLUDING NEGLIGENCE OR LOST SALES OR PROFITS). Neither party is liable for delays or failures in performance of any obligations under this Agreement, other than payment obligations, due to a cause beyond its reasonable control.

6.0 **Indemnification.** Customer will defend, indemnify, and hold Company harmless against all claims, losses, costs, expenses, and damages related to: (a) Customer's use of the Services (including without limitation unfair competition claims); (b) Customer's provision of materials that actually or allegedly violate third-party proprietary rights, contain illegal or improper material, or invade privacy or other personal rights; (c) Customer's failure to honor any of its agreements with media vendors; or (d) Customer's failure to pay for advertising ordered by Company on Customer's behalf.

7.0 **Insurance.** Company will maintain its standard fire, extended coverage, vandalism, malicious mischief and sprinkler leakage insurance on all Customer-Furnished Materials, preparatory material, and printed work in Company's possession. Company's liability for loss or damage to such property will not exceed the lesser of: (a) the amount recovered from such insurance; or (b) the amount set forth in Section 6.

8.0 **Interpretation and Enforcement.** This Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of laws principles. If any provision is declared invalid, illegal or unenforceable, the validity of the remaining provisions will not be affected. The parties agree that this Agreement will not be presumptively interpreted for or against any party by reason of that party having drafted or negotiated, or failed to draft or negotiate, all or any portion of any provision of this Agreement. Senior managers of each party will attempt to resolve by negotiations any disputes prior to engaging in litigation, except when seeking injunctive relief. Venue for any dispute between the parties arising out of this Agreement or pertaining to the subject matter hereof may be had in the District Court for the Southern District of New York or in the state courts of New York sitting in New York County. The parties specifically disclaim application of the Convention on Contracts for the International Sale of Goods. EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO A TRIAL BY JURY.

9.0 **Miscellaneous.** Customer will perform those tasks and assume those responsibilities specified in this Agreement, and will provide Company with decisions and approvals upon Company's request. Waiver of any default or breach of this Agreement will not constitute a waiver of any other default or breach. This Agreement is the complete and exclusive statement of the terms of the contract for the Services, and can be modified only by a written amendment signed by both parties. Except as expressly provided in this Agreement, Company is an independent contractor, not an agent of Customer. All notices will be in writing and will be deemed to have been given when delivered personally, when mailed by certified or registered mail, return receipt requested and postage prepaid, when sent via a nationally recognized overnight carrier, or when sent via facsimile confirmed in writing to the recipient. Customer may not assign its rights or obligations under this Agreement without the prior written consent of Company. This Agreement will be binding upon and inure to the benefit of the parties' successors and permitted assigns. To the extent any other agreement is inconsistent with these Terms and Conditions, unless expressly provided otherwise, these Terms and Conditions will govern.



250 West Pratt Street
18th Floor
Baltimore, MD 21201
(410) 528-9800
www.vertisinc.com

Invoice

Number	Date	Page
07004075	10/21/2008	1 of 2

Bill To: 061360

CIRCUIT CITY PURCHSING CO LLC
SUBSIDIARY OF CIRCUIT CITY 2
ATTN:BRIAN HARGROVE DR 3,2
9954 MAYLAND DR
RICHMOND, VA 23233-1463

Please send remittance to:

VERTIS, INC.
P. O. BOX 404555
ATLANTA, GA 30384-4555

Via: TK

Currency: USD

PO# :
Reference# :
Job# : 07072600
Job Name : CIRCUIT CITY
Sales Rep : KEITH FLEMING
CSR : PATRICIA WEIGAND
Payment Terms : NET 10 DAYS FROM INVOICE DATE
Note 1 :
Note 2 :
Sold to Cust : CIRCUIT CITY PURCHSING CO LLC

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6.0 **Indemnification.** Customer will defend, indemnify, and hold Company harmless against all claims, losses, costs, expenses, and damages related to: (a) Customer's use of the Services (including without limitation unfair competition claims); (b) Customer's provision of materials that actually or allegedly violate third-party proprietary rights, contain illegal or improper material, or invade privacy or other personal rights; (c) Customer's failure to honor any of its agreements with media vendors; or (d) Customer's failure to pay for advertising ordered by Company on Customer's behalf.

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Please remit to:

Vertis, Inc.
PreMedia
P.O. Box 840617
Dallas, TX 75284-0617

Invoice No. 56-704579

Customer Ref N/A

P.O. No.

Keyword 1

Keyword 2

Invoice Date 10/30/08

Terms NET NET 30 DAYS

Bill To:

CIRCUIT CITY - MARKETING DEPT.

Attn: Eddie Edwards

9950 MAYLAND DR

DR1, 4TH FLOOR

RICHMOND, VA 23233-1463

Job No. 588295

Job Description October 2008 Photography

—Fold here—

Description	Qty	Charge Amt	Ext Amount
PHOTOGRAPHY SERVICES			
Additional Angle Shots	49	\$60.00	\$2,940.00
Initial Angle Shots	78	\$70.00	\$5,460.00
A MODS			
			\$8,400.00

Shipping Charges	Ship Amount
Total Shipping Charges	\$0.00

Sales Tax:

Product Code	State	Tax
PREPRESS ELECTRON	VA	\$0.00
		\$0.00

Subtotal	\$8,400.00
Freight	\$0.00
Taxes	\$0.00
Total	\$8,400.00

Due and payable in Irving, Dallas County, Texas in U.S. Dollars

Please reference invoice number when remitting payment.

Vertis, Inc., Irving, TX, 972-373-4800 800-385-8957

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1.2. Customer's Delay. If Customer fails to use reserved press time, or fails to provide Company with Customer-Furnished Materials in time to meet a scheduled copy release date or by the due date for such materials as provided to Customer, Company shall not be responsible for meeting Customer deadlines and may attempt to re-schedule the Services to a mutually-acceptable date and/or may, in its sole discretion, charge Customer for press stand-ready time and any unused paper or other materials or services ordered or purchased in preparation for the Services.

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1.0 Indemnification. Customer will defend, indemnify, and hold Company harmless against all claims, losses, costs, expenses, and damages related to: (a) Customer's use of the Services (including without limitation unfair competition claims); (b) Customer's provision of materials that actually or allegedly violate third-party proprietary rights, contain illegal or improper material, or invade privacy or other personal rights; (c) Customer's failure to honor any of its agreements with media vendors; or (d) Customer's failure to pay for advertising ordered by Company on Customer's behalf.

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250 West Pratt Street
18th Floor
Baltimore, MD 21201
(410) 528-9800
www.vertisinc.com

Invoice

Number	Date	Page
07004105	11/04/2008	1 of 2

Bill To: 061360

CIRCUIT CITY PURCHSING CO LLC
SUBSIDIARY OF CIRCUIT CITY 2
ATTN:BRIAN HARGROVE DR 3,2
9954 MAYLAND DR
RICHMOND, VA 23233-1463

Please send remittance to:

VERTIS, INC.
P. O. BOX 404555
ATLANTA, GA 30384-4555

Via TK

Currency: USD

PO# :
Reference# :
Job# : 07086400
Job Name : CIRCUIT CITY
Sales Rep : KEITH FLEMING
CSR : PATRICIA WEIGAND
Payment Terms : NET 10 DAYS FROM INVOICE DATE
Note 1 :
Note 2 :
Sold to Cust : CIRCUIT CITY PURCHSING CO LLC

Product/Service	Description	Quantity	Unit Price	U/M	Amount
	CIRCUIT CITY 11/2 PUERTO RICO EVENT TRANSPORTATION SERVICES				
OTHER B	8 TAB - 188,500 COPIES 15% FUEL SURCHARGE				815.00 122.25
Thank you - It is our pleasure to serve you					
Total					\$937.25

Subject to terms and conditions on final page - after Invoice total.

VERTIS SERVICES TERMS AND CONDITIONS

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Premedia, Printing, and Direct Marketing Services

1.1. **Materials.** All paper, film, electronic media, artwork, engravings, data, and other materials furnished by Customer ("Customer-Furnished Materials") will meet Company's specifications and will be delivered on a schedule acceptable to Company. Company may charge Customer additional amounts for the use, handling, storage, transportation or transmission of Customer-Furnished Materials and, except as set forth in Paragraph 9.0, will not be liable for any loss or damage to the Customer-Furnished Materials. Unless otherwise agreed in writing, Company will retain Customer-Furnished Materials and other preparatory materials for up to 30 days following the Services, and then may dispose of them without notice or liability. All negatives, positives, flats and other film will become the property of Customer and Company will deliver them to Customer upon its request.

1.2. **Customer's Delay.** If Customer fails to use reserved press time, or fails to provide Company with Customer-Furnished Materials in time to meet a scheduled copy release date or by the due date for such materials as provided to Customer, Company shall not be responsible for meeting Customer deadlines and may attempt to re-schedule the Services to a mutually-acceptable date and/or may, in its sole discretion, charge Customer for press stand-ready time and any unused paper or other materials or services ordered or purchased in preparation for the Services.

Customer Final Approval Proof

1.3.1. Prior to release for final output or release for printing, Company will provide an analog proof or digital representations, along with original copy where applicable, to Customer for review and approval (the "Final Proof"). Customer will notify Company of its approval of Final Proofs and of any corrections either (i) by noting any corrections on Final Proofs and returning them to Company marked "OK" or "OK with change" along with Customer's authorized signature, or (ii) if mutually agreed, by email to the appropriate Company representative. Company will not be responsible for printing errors if Customer fails or is unable to provide notice of necessary corrections within a reasonable amount of time prior to final output or release for printing. The timely return of the Final Proofs by Customer will be determined by a mutually agreed job schedule.

1.3.2. Company will not be responsible for errors in copy (omissions or commissions), folding, format, or color break, if Customer (i) does not order or refuses to accept Final Proofs; (ii) either fails to return Final Proofs with indications of changes or marked "OK" or fails to provide email approval of Final Proofs when permitted; or (iii) communicates changes verbally.

1.3.3. Customer changes to original copy or instructions will be invoiced at rates unless otherwise mutually agreed. Company will not be responsible for any loss, damage, or liability incurred by Customer arising from delay in delivery due to untimely return of Final Proofs. A reasonable variation in color between Final Proofs and the completed job will constitute an acceptable delivery.

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Payment Terms

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3.2. **Price Changes.** Prices are subject to change if Customer requests changes in the specifications or schedule or otherwise causes a delay in the Services, or if Customer-Furnished Materials do not conform to Company's specifications. Company may increase or decrease prices at any time to reflect media vendors' rate changes, and changes in the market for freight, paper, ink and other materials. In addition, on 60 days' prior written notice to Customer, Company may increase prices on an annual basis on the anniversary of this Agreement by an amount equal to any increase in the Consumer Price Index (U.S., All Items, Not Seasonally Adjusted, as published by the U.S. Department of Commerce, and any successor index) that occurred in the prior calendar year. Customer will have no right to setoff any amounts due to Company under this Agreement against any amounts claimed by Customer against Company, whether such claimed amounts are the result of Company's breach or otherwise.

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250 West Pratt Street
18th Floor
Baltimore, MD 21201
(410) 528-9800
www.vertisinc.com

Invoice

Number	Date	Page
07004109	11/06/2008	1 of 2

Bill To: 061360

CIRCUIT CITY PURCHSING CO LLC
SUBSIDIARY OF CIRCUIT CITY 2
ATTN: BRIAN HARGROVE DR 3,2
9954 MAYLAND DR
RICHMOND, VA 23233-1463

Please send remittance to:

VERTIS, INC.
P. O. BOX 404555
ATLANTA, GA 30384-4555

Currency: USD

PO# :
Reference# :
Job# : 07086500
Job Name : CIRCUIT CITY
Sales Rep : KEITH FLEMING
CSR : PATRICIA WEIGAND
Payment Terms : NET 10 DAYS FROM INVOICE DATE
Note 1 :
Note 2 :
Sold to Cust : CIRCUIT CITY PURCHSING CO LLC

Via TK

Product/Service	Description	Quantity	Unit Price	U/M	Amount
	CIRCUIT CITY 11/9 PUERTO RICO EVENT TRANSPORTATION SERVICES				
OTHER B	8 TAB - 185,000 COPIES				815.00
	15% FUEL SURCHARGE				122.25
Thank you - It is our pleasure to serve you.					
Total					\$937.25

Subject to terms and conditions on final page - after Invoice total.

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Please remit to:

Vertis, Inc.
PreMedia
P.O. Box 840617
Dallas, TX 75284-0617

Invoice No. 56-707155

Customer Ref N/A

P.O. No.

Keyword 1

Keyword 2

Invoice Date 11/25/08

Terms NET NET 10 DAYS

Bill To:

CIRCUIT CITY - MARKETING DEPT.

Attn: Eddie Edwards

9950 MAYLAND DR

DR1, 4TH FLOOR

RICHMOND, VA 23233-1463

Job No. 591190

Job Description November 2008 Photography

---Fold here---

Description	Qty	Charge Amt	Ext Amount
PHOTOGRAPHY SERVICES			
Additional Angle Shots	5	\$60.00	\$300.00
Initial Angles	6	\$70.00	\$420.00
A MODS			
			\$720.00

Shipping Charges	Ship Amount
Total Shipping Charges	\$0.00

Sales Tax:

Product Code	State	Tax
PREPRESS ELECTRON	VA	\$0.00
		\$0.00

Subtotal	\$720.00
Freight	\$0.00
Taxes	\$0.00
Total	\$720.00

Due and payable in Irving, Dallas County, Texas in U.S. Dollars

Please reference invoice number when remitting payment.

Vertis, Inc., Irving, TX, 972-373-4800 972-373-4000

VERTIS SERVICES TERMS AND CONDITIONS

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1.3. Customer Final Approval Proof.

1.3.1. Prior to release for final output or release for printing, Company will provide an analog proof or digital representations, along with original copy where applicable, to Customer for review and approval (the Final Proof). Customer will notify Company of its approval of Final Proofs and of any corrections either (i) by noting any corrections on Final Proofs and returning them to Company marked OK, or OK with change, along with Customer's authorized signature, or (ii) if mutually agreed, by email to the appropriate Company representative. Company will not be responsible for printing errors if Customer fails or is unable to provide notice of necessary corrections within a reasonable amount of time prior to final output or release for printing. The timely return of the Final Proofs by Customer will be determined by a mutually agreed job schedule.

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1.3.3. Customer changes to original copy or instructions will be invoiced at current rates unless otherwise mutually agreed. Company will not be responsible for any loss, damage, or liability incurred by Customer arising from delay in delivery due to untimely return of Final Proofs. A reasonable variation in color between Final Proofs and the completed job will constitute an acceptable delivery.

1.4. Delivery. Unless otherwise agreed in writing, delivery will be FCA Company's dock (Incoterms 2000). Unless otherwise specified in writing, Company will choose the carrier and will ship each portion of the Services to Customer upon completion (without storage at Company's facility). Title and risk of loss passes to Customer on delivery to carrier. Partial shipments by Company are permitted. If Company delivers a quantity of printed materials that varies 5 percent either way from the total quantities ordered, or direct marketing materials 10 days earlier or later than the mutually agreed delivery date, Company will be deemed in compliance with this Agreement. If Company fails to deliver direct marketing materials 15 days after the mutually agreed delivery date, Customer's sole and exclusive remedy is to cancel only the undelivered portion of direct marketing materials.

2.0 Media Placement Services. Company will act as Customer's agency of record, and Customer will cooperate with and assist Company in having Company recognized as such by media vendors. Customer will provide reasonable assistance to Company in dealings with media vendors. Customer is financially responsible for all media costs (including without limitation short rates) for advertising placed by Company on Customer's behalf, regardless of whether such costs vary from prior quotes. Company will not be responsible for errors in placement of advertising if (a) Customer does not request review of its media plan; (b) Customer fails or is unable to provide notice of necessary corrections within a reasonable amount of time prior to placement of the advertising; or (c) Customer provides oral or written approval of the media plan, and Company has followed such media plan. If the actual quantity circulated varies from the ordered quantity by up to 1% of total circulation per event, Company will be deemed in compliance with this Agreement. If Customer fails to approve the media plan in time to allow Company to place the advertising, Company may attempt to place the advertising for an alternative date agreed to by Customer and/or may, in its sole discretion, charge Customer for charges assessed by the media.

3.0 Payment Terms.

3.1. Payments, Credit, and Taxes. If Company extends credit to Customer, each payment is due within 30 days of the invoice date; otherwise, payment is due in advance or on delivery (as specified by Company). Customer will pay late fees equal to 1 1/2 % per month (or the amount allowed by law, if less) on all past due amounts, and reimburse Company for all collection costs incurred (including without limitation attorneys' fees). Company may retain any Customer property as security until full payment is received. Company will determine whether to extend credit to Customer, and such decision may be modified or this Agreement terminated at any time on notice to Customer if Company determines (in its sole discretion) that Customer's creditworthiness is unacceptable. Customer will provide Company with financial information on request, to enable Company to evaluate Customer's creditworthiness. Customer will pay Company directly or reimburse Company for all taxes on Services, except taxes on Customer's income.

3.2. Price Changes. Prices are subject to change if Customer requests changes in the specifications or schedule or otherwise causes a delay in the Services, or if Customer-Furnished Materials do not conform to Company's specifications. Company may increase or decrease prices at any time to reflect media vendors' rate changes, and changes in the market for freight, paper, ink and other materials. In addition, on 60 days prior written notice to Customer, Company may increase prices on an annual basis on the anniversary of this Agreement by an amount equal to any increase in the Consumer Price Index (U.S., All Items, Not Seasonally Adjusted, as published by the U.S. Department of Commerce, and any successor index) that occurred in the prior calendar year. Customer will have no right to setoff any amounts due to Company under this Agreement against any amounts claimed by Customer against Company, whether such claimed amounts are the result of Company's breach or otherwise.

3.3. Postage Payments. Customer will pre-pay the estimated postage related expenses for all direct marketing Services by furnishing Company a check or wire transfer to be deposited to the postal account maintained by Company. Company will compare Post Office counts and charges against the count furnished by Customer and Company's machine count. Company will resolve any discrepancies as Customer's agent, will advise Customer of such resolution, and if either party owes the other party amounts based on such resolution that party will promptly pay such amount to the other party.

4.0 Claims. Customer must provide written notice of any defect, damage, shortage or breach of this Agreement as soon as it is discovered, but in any event no later than 10 days after delivery of the affected portion of the Services.

5.0 Limited Warranty and Liability. Company warrants that it will perform the Services in a workmanlike manner. Customer's sole and exclusive remedy for any claim arising out of this Agreement will be for Company, in Customer's commercially reasonable discretion to (a) to use commercially reasonable efforts to cure the breach, or (b) to refund the price paid to Company for the non-conforming portion of the Services. COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A GENERAL OR PARTICULAR PURPOSE. FOR ALL CLAIMS REGARDLESS OF FORM, WHETHER BASED ON BREACH OF CONTRACT, TORT, OR OTHERWISE (INCLUDING NEGLIGENCE OR LOSS SALES OR PROFITS), COMPANY'S AND ITS CONTRACTORS' AGGREGATE LIABILITY WILL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE PORTION OF THE SERVICES THAT GAVE RISE TO THE CLAIM(S). COMPANY AND ITS CONTRACTORS AND CUSTOMER WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES FOR ALL CLAIMS REGARDLESS OF FORM, WHETHER BASED ON BREACH OF CONTRACT, TORT, OR OTHERWISE (INCLUDING NEGLIGENCE OR LOSS SALES OR PROFITS). Neither party is liable for delays or failures in performance of any obligations under this Agreement, other than payment obligations, due to a cause beyond its reasonable control.

6.0 Indemnification. Customer will defend, indemnify, and hold Company harmless against all claims, losses, costs, expenses, and damages related to: (a) Customer's use of the Services (including without limitation unfair competition claims); (b) Customer's provision of materials that actually or allegedly violate third-party proprietary rights, contain illegal or improper material, or invade privacy or other personal rights; (c) Customer's failure to honor any of its agreements with media vendors; or (d) Customer's failure to pay for advertising ordered by Company on Customer's behalf.

7.0 Insurance. Company will maintain its standard fire, extended coverage, vandalism, malicious mischief and sprinkler leakage insurance on all Customer-Furnished Materials, preparatory material, and printed work in Company's possession. Company's liability for loss or damage to such property will not exceed the lesser of: (a) the amount recovered from such insurance; or (b) the amount set forth in Section 6.

8.0 Interpretation and Enforcement. This Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of laws principles. If any provision is declared invalid, illegal or unenforceable, the validity of the remaining provisions will not be affected. The parties agree that this Agreement will not be presumptively interpreted for or against any party by reason of that party having drafted or negotiated, or failed to draft or negotiate, all or any portion of any provision of this Agreement. Senior managers of each party will attempt to resolve by negotiations any disputes prior to engaging in litigation, except when seeking injunctive relief. Venue for any dispute between the parties arising out of this Agreement or pertaining to the subject matter hereof may be had in the District Court for the Southern District of New York or in the state courts of New York sitting in New York County. The parties specifically disclaim application of the Convention on Contracts for the International Sale of Goods. EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO A TRIAL BY JURY.

9.0 Miscellaneous. Customer will perform those tasks and assume those responsibilities specified in this Agreement, and will provide Company with decisions and approvals upon Company's request. Waiver of any default or breach of this Agreement will not constitute a waiver of any other default or breach. This Agreement is the complete and exclusive statement of the terms of the contract for the Services, and can be modified only by a written amendment signed by both parties. Except as expressly provided in this Agreement, Company is an independent contractor, not an agent of Customer. All communications will be deemed to have been given when delivered personally, when mailed by certified or registered mail, return receipt requested and postage prepaid, when sent via a nationally recognized overnight carrier, or when delivered by electronic mail to the email address specified in the Agreement. Communications under this Agreement without the prior written consent of Company. This Agreement will be binding upon and inure to the benefit of the parties, successors and permitted assigns. To the extent any other agreement is inconsistent with these Terms and Conditions, unless expressly provided otherwise, these Terms and Conditions will govern.

Please reference invoice number when remitting payment.



Please remit to:

Vertis, Inc.
PreMedia
P.O. Box 840617
Dallas, TX 75284-0617

Invoice No. 56-709633

Customer Ref N/A

P.O. No.

Keyword 1

Keyword 2

Invoice Date 12/18/08

Terms NET NET 10 DAYS

Bill To:

CIRCUIT CITY - MARKETING DEPT.

Attn: Eddie Edwards

9950 MAYLAND DR

DR1, 4TH FLOOR

RICHMOND, VA 23233-1463

Job No. 580949

Job Description Photography Special Project - 6

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Description	Qty	Charge/Amt	Ext/Amount
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PHOTOGRAPHY FEES FOR GO STORE:
PELHAM, HENRIETTA, BRONX, TAMPA, ROSEMONT,
MANCHESTER, LAURAL, MERRIMACK, FLORIDA CITY,
MONACA, SARASOTA, S BARRINGTON, PALM DESERT,
SANTA CLARITA, HYANNIS, MERRIAM, HOMESTEAD,
MACON, PARSIPPANY, DENVER, FT MYERS, HATILLO
PUERTO RICO, MOBILE, BIRMINGHAM, MARLTON,
MANTUA, CAGUAS PUERTO RICO

\$32,400.00

\$32,400.00

Shipping Charges	Ship/Amount
------------------	-------------

Total Shipping Charges

\$0.00

Sales Tax:

Product Code	State	Tax
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PREPRESS ELECTRON

VA

\$0.00

\$0.00

Subtotal

\$32,400.00

Freight

\$0.00

Taxes

\$0.00

Total

\$32,400.00

Due and payable in Irving, Dallas County, Texas in U.S. Dollars

Please reference invoice number when remitting payment.

Vertis, Inc., Irving, TX, 972-373-4800 800-365-8957

To the extent the parties have executed a mutually agreed Services Agreement or other written contractual commitment, these terms and conditions are inapplicable and the terms of the parties' relationship shall be governed by such Services Agreement or other written contractual commitment.

These Terms and Conditions apply to all goods, printed pieces, merchandise, materials, equipment, supplies and products or services (the "Services") provided by Vertis, Inc. (or its affiliated companies) ("Company") for you ("Customer").

1.0 Premedia, Printing, and Direct Marketing Services.

1.1. Materials. All paper, film, electronic media, artwork, engravings, data, and other materials furnished by Customer (the "Customer-Furnished Materials") will meet Company's specifications and will be left on a schedule acceptable to Company. Company may charge Customer additional amounts for the use, handling, storage, transportation or transmission of Customer-Furnished Materials and, as set forth in Paragraph 9.0, will not be liable for any loss or damage to the Customer-Furnished Materials. Unless otherwise agreed in writing, Company will retain Customer-Furnished Materials until the preparatory materials for up to 30 days following the Services, and then may dispose of them without notice or liability. All negatives, positives, flats and other film will become the property of Customer and Company will deliver them to Customer upon its request.

1.2. Customer's Delay. If Customer fails to use reserved press time, or fails to provide Company with Customer-Furnished Materials in time to meet a scheduled copy release date or by the due date for such materials as provided to Customer, Company shall not be responsible for meeting Customer deadlines and may attempt to re-schedule the Services to a mutually-acceptable date and/or may, in its sole discretion, charge Customer for press stand-ready time and any unused paper or other materials or services ordered or purchased in preparation for the Services.

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Please remit to:

Vertis, Inc.
PreMedia
P.O. Box 840617
Dallas, TX 75284-0617

Invoice No. 56-704586

Customer Ref

P.O. No.

Keyword 1

Keyword 2

Invoice Date 12/18/08

Terms NET NET 10 DAYS

Bill To:

CIRCUIT CITY - MARKETING DEPT.
ATTN: BILL RATTNER
9950 MAYLAND DR
DR1, 4TH FLOOR
RICHMOND, VA 23233-1463

Job No. 591196

Job Description October 2008 360 Shots

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Description	Qty	Charge Amt	Ext Amount
PHOTOGRAPHY SERVICES			
360 shots - color edit/clip/place in flash template	1	\$195.00	\$195.00
IMAGING SERVICES			
360 Shots	1	\$150.00	\$150.00
			<u>\$345.00</u>

Shipping Charges	Ship Amount
Total Shipping Charges	<u>\$.00</u>

Sales Tax:

Product Code	State	Tax
PREPRESS ELECTRON	VA	\$.00
		<u>\$.00</u>

Subtotal	\$345.00
Freight	\$.00
Taxes	\$.00
Total	<u>\$345.00</u>

Due and payable in Irving, Dallas County, Texas in U.S. Dollars

Please reference invoice number when remitting payment.

Vertis, Inc., Irving, TX, 972-373-4800 800-365-8957

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1.0 Limited Warranty and Liability. Company warrants that it will perform the Services in a workmanlike manner. Customer's sole and exclusive remedy for any claim arising out of this Agreement will be or Company, in Customer's commercially reasonable discretion to (a) to use commercially reasonable efforts to cure the breach, or (b) to refund the price paid to Company for the non-conforming portion of the Services. **COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A GENERAL OR PARTICULAR PURPOSE. FOR ALL CLAIMS REGARDLESS OF FORM, WHETHER BASED ON BREACH OF CONTRACT, TORT, OR OTHERWISE (INCLUDING NEGLIGENCE OR LOSS OF SALES OR PROFITS), COMPANY'S AND ITS CONTRACTORS' AGGREGATE LIABILITY WILL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE PORTION OF THE SERVICES THAT GAVE RISE TO THE CLAIM(S). COMPANY AND ITS CONTRACTORS AND CUSTOMER WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES FOR ALL CLAIMS REGARDLESS OF FORM, WHETHER BASED ON BREACH OF CONTRACT, TORT, OR OTHERWISE (INCLUDING NEGLIGENCE OR LOSS OF SALES OR PROFITS).** Neither party is liable for delays or failures in performance of any obligations under this Agreement, other than payment obligations, due to a cause beyond its reasonable control.

1.0 Indemnification. Customer will defend, indemnify, and hold Company harmless against all claims, losses, costs, expenses, and damages related to: (a) Customer's use of the Services (including without limitation unfair competition claims); (b) Customer's provision of materials that actually or allegedly violate third-party proprietary rights, contain illegal or improper material, or invade privacy or other personal rights; (c) Customer's failure to honor any of its agreements with media vendors; or (d) Customer's failure to pay for advertising ordered by Company on Customer's behalf.

1.0 Insurance. Company will maintain its standard fire, extended coverage, vandalism, malicious mischief and sprinkler leakage insurance on all Customer-Furnished Materials, preparatory material, and printed work in Company's possession. Company's liability for loss or damage to such property will not exceed the lesser of: (a) the amount recovered from such insurance; or (b) the amount set forth in Section 6.

1.0 Interpretation and Enforcement. This Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of laws principles. If any provision is declared invalid, illegal or unenforceable, the validity of the remaining provisions will not be affected. The parties agree that this Agreement will not be presumptively interpreted for or against any party by reason of that party having drafted or negotiated, or failed to draft or negotiate, all or any portion of any provision of this Agreement. Senior managers of each party will attempt to resolve by negotiations any disputes prior to engaging in litigation, except when seeking injunctive relief. Venue for any dispute between the parties arising out of this Agreement or pertaining to the subject matter hereof may be had in the District Court for the Southern District of New York or in the state courts of New York sitting in New York County. The parties specifically disclaim application of the Convention on Contracts for the International Sale of Goods. EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO A TRIAL BY JURY.

1.0 Miscellaneous. Customer will perform those tasks and assume those responsibilities specified in this Agreement, and will provide Company with decisions and approvals upon Company's request. Waiver of any default or breach of this Agreement will not constitute a waiver of any other default or breach. This Agreement is the complete and exclusive statement of the terms of the contract for the Services, and can be modified only by a written amendment signed by both parties. Except as expressly provided in this Agreement, Company is an independent contractor, not an agent of Customer. All orders will be in writing and will be deemed to have been given when delivered personally, when mailed by certified or registered mail, return receipt requested and postage prepaid, when sent via a recognized overnight carrier, or when sent via facsimile confirmed in writing to the recipient. Customer may not assign its rights or obligations under this Agreement without the prior written consent of Company. This Agreement will be binding upon and inure to the benefit of the parties, successors and permitted assigns. To the extent any other agreement is inconsistent with these Terms and Conditions, unless expressly provided otherwise, these Terms and Conditions will govern.